

TUITION RECIPROCITY AGREEMENT

**Maysville Community College
And
Southern State Community College
University of Cincinnati – Clermont College**

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, the Kentucky Community and Technical College System and the Boards of Directors of Maysville Community College, Southern State Community College, and the University of Cincinnati – Clermont College pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the Northern Kentucky and Southern Ohio area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of Clermont, Adams and Brown Counties in Ohio and Mason, Bracken, Lewis, and Robertson Counties in Kentucky without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The agreement shall be effective beginning July 1, 2003, through June 30, 2005, and may be renewed prior to June 30, 2005, by mutual consent of all of the parties for a period of two years. As the agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2005, to June 30, 2007.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each Party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the Ohio Board of Regents, the Kentucky Community and Technical College System, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents' Eligibility for Ohio Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates, any resident of Bracken, Lewis, Mason or Robertson Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Southern State Community College or the University of Cincinnati – Clermont College in the programs not specifically excluded from this agreement. In this context, the word “program” may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

3. Ohio Residents' Eligibility for Kentucky Programs

Maysville Community College agrees to accept at Kentucky resident tuition rates, any resident of Adams, Brown, and Clermont Counties of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Maysville Community College in the programs not specifically excluded from this agreement. In this context, the word “program” may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

4. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreement's amendment process, as listed above. In this context, the word “program” may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

5. Resident Status

- a. During the period of the agreement, the Ohio Board of Regents will consider residents of Bracken, Lewis, Mason, and Robertson Counties who attend Southern State Community College or University of Cincinnati – Clermont College under this agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to the Southern State Community College or University of Cincinnati – Clermont College.

- b. During the period of this agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, and Clermont Counties who attend Maysville Community College under this agreement as qualifying for Kentucky resident tuition rates.

6. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution, will continue to receive reciprocity benefits under this Agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institutions of his/her future status. If the Agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until completion of their programs of study, subject to the biennial limitations as described in paragraph II. 1.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Maysville Community College, Southern State Community College, and University of Cincinnati – Clermont College by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

8. Annual Report

By June 30 of each year, the Kentucky Community and Technical College System, Maysville Community College, Southern State Community College, and University of Cincinnati – Clermont College agree to provide annual reports on the enrollment

and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. Ohio Board of Regents Approval

This agreement is not effective unless and until approved by the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code.

**TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGE**

STATE AGENCIES

Thomas D. Layzell, President
Kentucky Council on Postsecondary Education

Signed: _____

Date: _____

Roderick G. W. Chu, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

Michael B. McCall, President
Kentucky Community and Technical College System

Signed: _____

Date: _____

INSTITUTIONS

Augusta A. Julian, President
Maysville Community College

Signed: _____

Date: _____

Lawrence N. Duke
Southern State Community College

Signed: _____

Date: _____

Joseph A. Steger, President
University of Cincinnati

Signed: _____

Date: _____